

LEGAL NOTICE

TOWN OF TIVERTON, RHODE ISLAND

INVITATION TO BID

Specified Recreational Facility and Turf Management Services

The Town of Tiverton, Rhode Island, is soliciting bids from qualified contractors for grass mowing, trimming preventive maintenance and fall clean-up services on Town owned properties, in accordance with specifications. Contractors may bid on grass mowing / trimming services and field maintenance services together, or individually, as they so choose.

Bid documents may be obtained at the Office of the Town Clerk, Town Hall, 343 Highland Road, Tiverton, Rhode Island 02878 between 8:30 AM and 4:00 PM., Monday through Friday and online at www.tiverton.ri.gov.

Sealed envelopes containing Bids must be marked “**Specified Recreational Facility and Turf Management Services**” on the outside and received at the office of the Town Clerk at or before **2:00 PM** on **Wednesday, April 21, 2021** at which time they will be publicly opened and read in Town Council Chambers.

The Town of Tiverton reserves the right to reject any and all bids, to waive minor informalities or irregularities in any bid, and to make an award in any manner consistent with law and deemed to be in the best interest of the Town of Tiverton.

The Town of Tiverton is an Equal Opportunity Employer (EEO/AA).
Joan Chabot, Town Clerk

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Instructions to Bidders

All bidders, by the submission of their bid, covenant to be bound hereby and to perform in accordance with these instructions and conditions, as well as the invitation to bid and the specifications.

1. Any guarantee and/or warranties shall be stated in the bid.
2. Bids shall be filed in a sealed envelope bearing the title “**Specified Recreational Facility and Turf Management Services**” on the outside of the envelope. A duly authorized representative must sign bids in the name of the bidding company.
3. Bids shall not be qualified in any manner.
4. Whenever an item is named or described, an item “equal” thereto may be furnished.
5. The contract shall be awarded to the responsible and responsive bidder who offers the requested services at the lowest bid price. The awarding authority may reject any and all bids, if it is in the public interest to do so. Bids which exceed the Town’s budget for these projects will be rejected as unresponsive.
6. Purchases made by the Town of Tiverton are exempt from payment of Federal Excise Taxes and Rhode Island Tax on Retail Sales.

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GENERAL TERMS

1. The Town of Tiverton requests sealed bids for all expenses associated with the provision of services detailed in Schedule A, attached hereto.
2. The Contractor will work under the general guidance and supervision of the Town of Tiverton Recreation Commission Chairperson and/or DPW Director. They shall have the right at all times to prioritize and inspect the work of the Contractor. The day to day organization of effort lies with the Contractor, who shall as required adapt to the needs of the areas to assure that all tasks in Schedule A are completed as required in the time frame(s) desired.
3. The Town will enter into a standard service contract and tender payment for the desired services 30 days net from date of each invoice.
4. A detailed statement of all guarantees of material or workmanship applying to the project must be submitted with the bid.
5. The bidder's attention is directed to the fact that all applicable State, Town, and Federal Laws and regulations and the rules and regulations of all authorities having jurisdiction shall apply and they will be deemed to be included in any contract, the same as herein written out in full. At the time of the opening of bids, each bidder will be presumed to be thoroughly familiar with the project bid and the documents, including all addenda. Failure or omission of any bidder to examine any form, instrument or document, material or workmanship requirement, or delivery requirement shall in no way relieve the bidder from any obligation with respect to the bid.

Sealed bids, clearly marked "**Specified Recreational Facility and Turf Management Services**", shall be received at the Office of Town Clerk, Town Hall, 343 Highland Road, Tiverton, Rhode Island 02878, at or before 2:00 PM on Wednesday, April 21,

2021, at which time the bids will be publicly opened and read. Bids received after the deadline will not be considered. The Town reserves the right to reject any or all bids, or to accept the bid it deems in the best interest of the Town.

6. Any exception taken by a bidder to any provision of the procedures or specifications herein established shall be set out and so stipulated, with enough explanation to be completely understood by the Town, and within the stipulation, the increase or decrease in the bid price because of the exception shall be stated. Proposals that are found to have deviations without following this procedure will be rejected.
7. The contract shall be awarded to the responsible and responsive bidder who offers the desired services at the lowest bid price. The awarding authority may reject any and all bids, if it is in the public interest to do so.
8. Determination of Responsibility
 - a. The Town, in considering each proposal, shall, prior to any determination and subsequent award, investigate and evaluate the contractor to determine whether the contractor is responsible. Consideration may be given to references and other available information indicating the contractor's prior experience in providing similar services, the financial and organizational status of the contractor, and the contractor's prior compliance with the applicable laws, ordinances, rules and regulations. No contract will be awarded to any contractor who, as determined by the Town, is not qualified to perform satisfactory service due to an unsatisfactory record or inadequate experience, or who lacks the necessary capital, organization, or equipment to conduct and complete the services in strict accordance with the specifications.
 - b. After the opening of sealed proposals, but before the award is made, the Town may require additional information, either technical or general, from any of the qualified contractors in order to determine the award. This information shall be supplemental in nature and may not add to, detract from, or conflict with the contents of the original sealed proposal
 - c. No provision in this request for proposals should be construed to require an award to a contractor who submitted background information, when investigated and verified by the awarding authority, raises significant questions as to its ability to successfully provide the service required.

9. Purchases made by the Town of Tiverton are exempt from payment of Federal Excise Taxes and Rhode Island Tax on Retail Sales.
10. These specifications, together with any other documents required herein, shall be included in the final contract. Each bidder shall submit a copy of his proposed contract form.
11. The bidder shall certify and warrant that all major service delivery requirements, including licenses, permits, adequate equipment and operator expertise necessary to perform the job, are possessed and will be provided. The bidder acknowledges that the Town will rely upon the expertise, skill and judgment of the bidder in offering and furnishing suitable services, which will satisfactorily address routine maintenance requirements that allow the subject areas to perform their designed function.
12. If materials are delivered with deviations from specifications or required servicing, the Town of Tiverton will not accept delivery.
13. The bidder shall submit with his bid-detailed specifications, circulars, and all data necessary to describe all materials offered and to demonstrate conformance with this specification. The Town of Tiverton reserves the right to request any additional information deemed necessary for proper evaluation of bids.

**SCHEDULE A
BID SPECIFICATIONS
TOWN OF TIVERTON
SPECIFIED RECREATIONAL FACILITY AND TURF MANAGEMENT SERVICES**

The Town of Tiverton is soliciting proposals for turf management at certain town properties, a list of which is attached (see Appendix A).

REQUIREMENTS

1. CONTRACT LENGTH:

- a. The contract will run from April 2021 through December 31, 2021.
- b. The Bidder shall recognize that typically mowing and lawn care of the included fields and lawns starts in early or mid-April. Due to the timing of this year's Bid award, the successful Bidder will not start this year's mowing and lawn care until the last week of April. The Bidder's lump sum price for MOWING SERVICES shall reflect any extra work that may be required due to this.

2. CONTRACTOR CONTROL:

- a. The Town Administrator or his/her designee shall be the liaison between the Contractor and the Town of Tiverton.
- b. Should the Town Administrator or his/her designee deem any area of the work substandard as defined by the terms of this contract, it shall be immediately corrected to meet the approval of the Town Administrator or designee at Contractor's own expense.
- c. The Contractor must notify the Town of Tiverton if any part of the contract is to be sub-contracted. Sub-contractors must comply with all the conditions set forth in these specifications.

3. CONTRACTOR REQUIREMENTS:

- a. The Contractor shall provide all labor, supervision, tools, materials, equipment and transportation necessary to perform "recreational facility and turf management" as defined herein to include grass cutting, trimming, edging playing surface borders on softball and baseball fields, removal of trash, debris and clippings, raking and removal of leaves, sodding or top dressing to repair playing field areas, application of herbicides, pesticides, and nutritional and/or soil stabilization supplements in accordance with turf industry and environmental standards and/or best practices, and annual rolling of playing fields with a suitably sized vibratory roiling machine.

- b. Prior to cutting grass in all areas, remove, collect and dispose of all trash and debris including (but not limited to) sticks, metal cans, glass, tree limbs and paper. Legally dispose of the same off of the property.
- c. Care shall be taken to assure that no scalping, rutting, turf burns or other damage occurs in any area or location. Should damage inadvertently occur, the Contractor shall be responsible for the immediate replacement, reseeding or re-sodding of the damaged area at no additional cost to the Town.
- d. Trees, shrubs, fences, fixtures, equipment, etc. damaged during the moving/trimming operation will be repaired or replaced, per the Town's sole discretion, at the contractor's expense.
- e. All workers will conduct themselves in a professional, workmanlike manner. The use of tobacco, drugs, alcohol and any other controlled substance is strictly prohibited on Town property. No actions of your workers that may be construed as "offensive" by the users of the facilities will be tolerated.
- f. All work activities will comply with federal Occupational Safety and Health Act (OSHA) standards.

4. SPECIAL REQUIREMENTS:

- a. Cutting shall be scheduled so as not to conflict with league usage of fields or conflict the Town's summer recreation program.
- b. EXTREME CARE shall be taken while mowing areas adjacent to playground equipment, including but not limited to, advising playground users to leave the area during mowing operations. Discharge chutes shall always point away from playground areas.
- c. Passenger vehicles will not be allowed on any field or recreation area without prior permission from the Town Administrator or designated liaison.

5. SUBJECT AREAS:

- a. There are presently a total of 13 parcels of land defined in Appendix "A" of these specifications.
- b. Parcels may be added or subtracted during the contract period. These new parcels will be added to this contract at no cost to the Town of Tiverton. Additional funding will be provided for the following years of the contract.

6. DEFINITION OF "TRIMMING":

"Trimming" shall include the cutting of grass and weeds by and/or with special tools along walks, curbs, fences, trees ground shrubs, building, poles, enclosures, and other areas not reached by normal

mowing equipment. Debris from trimming shall be cleaned and removed the same workday. The height of the grass and weeds in the trimmed areas shall be the same height as the mowed areas.

7. TOWN'S LIABILITY:

- a. The Town of Tiverton, Rhode Island is not liable for equipment failure, repair or damage in the execution of this contract.
- b. The Contractor stipulates that it is an independent contractor and not an employee or agent of the Town of Tiverton.
- c. The Contractor agrees to indemnify and hold harmless the Town of Tiverton and its agents acting on behalf of the Town of Tiverton, from any claims, demands, causes of action or suits brought against the Town of Tiverton or its agents, as a result of any error or omission (whether accidental or intentional) on the part of the Contractor, his or her sub-contractors, agents or employees while said Contractor is performing services in connection with this contract.

8. EQUIPMENT REQUIREMENTS:

- a. Mowing equipment shall be kept mechanically sound, sharpened and in proper adjustment.
- b. Contractor shall have sufficient equipment to mow ball fields as rapidly as required due to the possibility of non-mowing days and accelerated growth due to inclement weather.
- c. Electric cutting equipment will be permitted provided the Contractor furnishes a generator to power those items. Extension cords or other connections to building utilities shall not be permitted. NOTE: GFI protection is required by OSHA.
- d. All equipment shall be properly maintained according to the manufacturer's specifications and the safety regulations specified elsewhere in the contract. Equipment guards, shields and mufflers shall be kept intact and capable of performing their designated functions.

9. INSURANCE:

Before commencement of the contract services, the Contractor shall obtain and maintain throughout the term of this contract, the following insurance written by a company qualified to do business in the State of Rhode Island and satisfactory to the Town:

- a. The Contractor agrees to defend, indemnify, protect, save and keep harmless the **Town of Tiverton** from any and all loss, cost, damage or exposure arising from the negligent acts or omissions of the Contractor in undertaking this project.
- b. The Contractor will maintain in full force at all times workers' compensation insurance for all labor employed on the project. Workers' Compensation coverage must meet the statutory

obligations of the State and Employer's Liability coverage shall be provided at \$500,000/\$500,000/\$500,000. Contractor shall supply evidence of the same to the **Town of Tiverton**.

- c. The Contractor will maintain in full force at all times during this engagement General Liability (including products and completed operations) insurance in the minimum amount of \$1,000,000 per occurrence for all damages on account of personal injuries and/or property damage arising out of an occurrence. If the Contractor's General Liability Policy is subject to an Annual Aggregate, said Aggregate must be in multiples of the per occurrence limit of liability. The Contractor will provide evidence of its General Liability policy to the **Town of Tiverton** naming the **Town of Tiverton** as an additional insured to the policy.
- d. The Contractor will maintain in full force at all times during this engagement Auto Liability insurance covering all owned vehicles, hired vehicles, or non-owned vehicles in the minimum amount of \$1,000,000 per occurrence for all damages on account of personal injuries and/or property damage. The Contractor will provide evidence of its Auto Liability policy to the **Town of Tiverton** naming the **Town of Tiverton** as an additional insured to the policy.
- e. Proof of insurance must be supplied to the Town of Tiverton prior to the beginning of the term of contract, and then on an annual basis throughout the remainder of the contract's terms. All insurers of the Contractor shall be notified that a copy of any notice of cancellation shall be sent to the Town of Tiverton.

10. WORK SCHEDULE:

Contractor must schedule the work around the playing schedules of the various leagues. It will be the Contractor's responsibility to communicate with the Tiverton Recreation Commission's Facility Coordinator and/or the Leagues and acquire schedules.

11. WARNING/DEFAULT:

The Town Administrator and/or his designee will monitor the Contractor's performance. If the Contractor's performance is determined to be substandard, then the Contractor will be issued a warning with an explanation of the non-conformance. The Contractor must resolve the issue within 48 hours of receipt of the warning or upon which time the Contractor will be advised that in 48 hours, the Town of Tiverton will correct the issue and all cost incurred will be the responsibility of the Contractor. If three warnings are issued in a contract year, The Town Council may terminate the Contractor's services.

12. ACCEPTANCE OF BIDS:

The Tiverton Town Council reserves the right to accept or reject any and all bids deemed not to be in the best interests of the Town of Tiverton.

13. SITE-SPECIFIC REQUIREMENTS:

- a. Except as otherwise noted, grass shall be cut twice per week between April 10th and June 30th of each year. After July 1st, the grass cutting frequency will be once per week until October 30th. Thereafter grass will be cut as required.
- b. Bayview Recreation Area, Tiverton Senior Center, Tiverton Public Library, Town Green / Grinnell's Beach, and Town Hall require once per week grass cutting and trimming on April 10th and ending on October 30th.

14. SITE VISIT REQUIREMENT:

All bidders are required to meet with the Town Administrator or his/her designee to visit the locations of the Town requiring services as provided in these bid specifications prior to submitting a bid for services.

15. ADDITIONAL SERVICES:

The Town is also seeking bids on providing additional services of fertilization and lime application to town fields and lawns, preventative maintenance, annual field repairs and annual rolling of fields. The use of these services will be determined by the Town Administrator or his/her designee after consultation with the Recreation Commission and with reference to the limits of the Town budget as established each fiscal year. **Bidders are directed to complete the unit pricing questions in the additional services portion to provide a basis of comparison.**

APPENDIX A LOCATIONS / SPECIFICATIONS

Town properties included within this contract are as follows below. Additional site specific services required are noted.

1. TOWN FARM (3524 Main Road)
Shrub trimming when needed.

2. BULGARMARSH PARK (Corner of Bulgarmarsh Road and Roosevelt Avenue)
Shrub trimming two times per year, June and September, leaf removal in Fall.

3. POCASSET FIELD (242 Main Road, enter from Judson Street to Shove Street parking lot)
School grounds in the front yard of the building are not included in this contract.

4. SOUTH FIELD (287 EAST ROAD)
Please note this INCLUDES the fire station area.

5. FORT BARTON FIELD (343 Highland Road, enter school grounds from Lawton Avenue, subject area is behind school building)
Area includes the lawn adjacent to the playing field up to the blacktop. Leaf removal in Fall.

6. BAYVIEW RECREATION AREA (Hooper Street)

7. TIVERTON SENIOR CENTER (207 Canonicus Street)
Includes leaf removal in Fall.

8. FLORENCE STREET RECREATION FIELD (Florence intersects Stafford Road at #752)
This is south side of Florence Street, includes leaf removal in Fall.

9. "TOWN GREEN" / STONE BRIDGE ABUTMENT / GRINNELL'S BEACH (1837 Main Road)
No disturbance to plantings around memorial or at the beach unless specifically requested by Town Administrator. Trimming along and on top of abutment to prevent weed growth on a biweekly basis.

10. TOWN HALL (343 Highland Road)
Area also includes all grass area to rear of building. Extra care must be taken on this site given presence of historic gravestones and other public monuments.

11. FOGLAND BEACH HOUSE
Shrub trimming only, two times, June and September

12. TIVERTON PUBLIC LIBRARY (34 Roosevelt Avenue)
All library grounds including trimming shrubbery and leaf removal as needed at the main branch of the Tiverton Public Library. Must coordinate with library director on areas to be cut / trimmed and those where natural growth is to be permitted.

13. UNION LIBRARY (3822 Main Road)

BID SHEET

MOWING SERVICES

Price for base bid of contract, per specifications outlined herein:

Price for Locations 1 through 13: \$ _____ per year
(assume one full calendar year)

ADDITIONAL SERVICES

Labor by classification and hourly rate (example: "Laborer, \$18 per hour)

Classification	Hourly rate
_____	_____
_____	_____
_____	_____

Quote prices for materials and equipment usage as follows:

"Blond" infield mix (clay, silt & sand) (per cubic yard) _____

Agricultural lime (per cubic yard) _____

5 ton roller rental rate (per hour) _____

Your recommended sod product (per sq. ft) _____

PLEASE NOTE THAT ADDITIONAL SERVICES PRICES ARE NOT INCLUDED IN BASE BID BUT ARE SEPARATE OPTIONS AT THE DISCRETION OF THE TOWN OF TIVERTON.